

Request for Qualifications solicitation DACA31-02-R-0001, dated December 11, 2001 is amended as stated below.

THE PROPOSAL DUE DATE IS NOT EXTENDED. OFFERS MUST BE RECEIVED NO LATER THAN JANUARY 24, 2002 AT 1630 HOURS (4:30 P.M. EST).

This amendment is provided in adobe acrobat ".pdf" file on the Internet Website <http://rci.army.mil>.

The following questions have been presented in writing to the Contract Specialist by potential offerors.

Question 1: Section 4.3.5 requires Offerors to: "Provide at least one point of contact for Projects within the last three years that has involved subcontracted work to include small business." Our question is: Does Section 4.3.5 require us to provide one point of contact for each and every Project we describe in our response (Parts A & B) or at least one point of contact generally to demonstrate our use of small business subcontractors?

Answer 1: A point of contact who can validate your use of subcontractors, to include small businesses, is required for each project within the last three years. If multiple subcontractors were on each project, a point of contact is only required for one subcontractor, to include small businesses, per project.

Question 2: In regard to rehab and new construction under the RCI, when housing needs have been met per need as set by military, will it be possible to develop excess housing units for use by the civilian community?

Answer 2: Section 2.1.1, page 7 specifies that "Expansion of housing stocks beyond that required to meet the on-post requirement (at each installation as applicable) will not be authorized." Program intent is to provide housing to military families. Criteria for assignment of vacant homes will be negotiated on a case-by-case basis as part of the CDMF.

Question 3: I have a few of concerns about subject amendment (Amendment 0001).

Question 3a: Your response to the first question in Amendment 0001 is a bit confusing. For the Southeast Group, the information that you now say is required only for Part Two for the California Group, was required for Part One in the Southeast Group. Also, the RFQ is structured to make it clearly fall under Part One. Yet you say that information is only required under Part Two. Please clarify.

Answer 3a: Submittals should follow the guidance as published in the California RFQ, which is totally independent of the Southeast solicitation.

Question 3b: The lead paragraph with instructions on the amendment states that all changes are in italics. I found several places where the changes were not in italics. To point to just a couple, but not all of the changes, please review the first and third paragraphs on the third page of the amendment.

Answer 3b: Amendment 0002's wording replaces the bullets shown in Section 4.2 under the Administrative Minimum Requirements in their totality.

Question 3c: In the third paragraph also on page 3, part of what should have been italicized, but is not italicized is repeated. The two are only slightly different. Please clarify which is the correct sentence.

Answer 3c: Please refer to Amendment 0002 for the new Administrative Minimum Requirements.

Question 3d: In the 2nd and 3rd paragraphs, on the same page, the last sentences in both paragraphs have words in quotes, specifically, "managed" and "financed." This manner of communication intimates that whatever the reader may think these words mean may actually have a bit of a different interpretation by the writer. Please clarify.

Answer 3d: The "quotes" beside managed and financed were only to indicate the difference in the administrative minimum requirements for number 2 and number 3. There is no significance intended by the quotes.

Question 4: We have partnered with another firm to respond to RFQ Number DACA31-02-R-0001. I need your advice on how best to respond to item 4.3.1, especially the points of information numbered 1 through 8. Some of them apply only to our experience, and others to our partners. In order to provide a comprehensive response, we need clarification on how to best combine the experience of both companies. For example, we could describe our five most relevant projects by responding to points 1 through 4, a portion of point 5, and point 7. Our partner could also select their five most relevant projects and describe their experience by answering a portion of point 5, and points 6 and 8.

Answer 4: Section 4.3.1 provides a template against which the relevancy of the offeror's experience in five (5) previous projects will be assessed. It is the responsibility of the offeror to determine which five (5) projects it considers most relevant to the RCI process.

Question 5: In preparing a response for DACA31-02-R-0001 we note that the RFP asks interested parties to include "Offeror Representations and Certifications requested in Appendix D" (RFP 4.1.3). However, it appears that some areas of Appendix D, such as Page D-7 (9)(i)(B) are inconsistent with the FAR. Could the Government please verify that Appendix D found with the subject solicitation is correct?

Answer 5: The contractor is correct. Delete the current Appendix D and replace with attached revised Appendix D.

Question 6: Could you provide a definition of "seismic mitigation"?

Answer 6: Seismic Mitigation - Building techniques used to offset the risk of structural damage caused by ground movement resulting from sudden shaking or vibration of the earth.

Question 7: Sec. 4.1.3, page 17 refers to Sec. 4.4 describing the SSA. Sec. 4.4 describes the Submission of Step Two. Should the use of Sec. 4.4 as set forth in the RFQ's Sec 4.1.3 actually be the final paragraph of Sec. 4.5.2 on page 30 for a description of the SSA?

Answer 7: Amendment 0001, dated January 3, 2002, paragraph 4, page 02 of 04, states "Change to page 17, Section 4.1.3 (removal of words "(described in Section 4.4 below))"".

Question 8: The answer to Question 1 in Amendment 0001 states "these are financial return questions for Step 2 Parts A and B". The referenced instructions are located in Section 4.3.2 on page 21 of the RFP. My interpretation of the RFP instructions is that Step 1 Parts A and B instructions are located in Section 4.3, which is inclusive of the referenced language. The Step 2 instructions begin in Section 4.4 on page 24 and includes language in the first sentence confirming that all of the instructions in 4.3 pertain to Step 1. If you are instructing offerors that a section of 4.3.2 is not applicable to Step 1, shouldn't you amend the actual RFP language to reflect the change (i.e. move the referenced bullet points to Section 4.4.2).

Answer 8: Add the following to the end of Paragraph 4.4.2, Bullet 1: ...and economics of sharing arrangements between the principle members and investors.

Question 9: Inquiry regarding RFQ Number DACA31-02-R-0001

We have the following questions concerning the subject RFQ:

On page 21 of the RFQ, the final three bullet points request the following information:

Documentation which addresses and identifies the equity necessary (i.e., sources and amount) to obtain financing for a project of Presidio of Monterey/La Mesa (if required) and/or Fort Irwin, Moffett Federal Airfield and Parks RFTA. Description of financial performance, including performance vis-à-vis projection in the development pro forma. Economics of sharing arrangements between the principal members and investors, including identification of all sources of return to the owners and investors.

The Step 1 Submittal is a "Statement of Qualifications". "Preliminary project concept statement and financial return" are not supposed to be evaluated until Step 2, however; teams will have to develop their plans to this level in order to answer the referenced Step 1 bullet points with meaningful information. A pro forma, for example, is prerequisite to any discussions relative to return on investment or the amount of financing required. Please clarify your intent.

Answer 9: Per Amendment 0001, these elements have been deleted from Step 1.

Question 10 As potential offeror for the California Group Projects, we have a question regarding Part B of the RFQ Step 1 Submittal. Our concerns deals with the requirement: "Description of financial performance, including performance vis-a-vis projections in the development pro forma." This item is listed under Section 4.3.1 - Project Economics and Finance for the 5 Most relevant projects, as well Section 4.3.2 - Financial Capabilities. We want to know exactly what information you're looking for, and in which of the two sections it should be included.

Answer 10 This bullet was removed from Section 4.3.2. – Financial Capabilities under Amendment 0001, dated January 3, 2002, however, it still remains in section 4.3.1. – Project Economics and Finance, paragraph 5, bullet 7, page 19. This bullet is self explanatory, but generally seeks an explanation of actual performance compared to pro forma projections.

Question 11 Would you be so kind as to verify the separation of Section A and B for the Presidio RFQ. Are you requiring two separate books or would a single book divided by tabs qualify?

Answer 11: As long as they are clearly identified and severable Sections A and B can be submitted either in separate books or a single book divided by tabs.

Question 12: On page 16 of the RFQ, it states that offerors are required to submit the Data Universal Numbering System (DUNS) and the Commercial And Government Entity (CAGE) code in addition to the Administrative Minimum Experience Requirement. It's not very clear where we need to address this, in Part A or Part B? Since Part A is limited to the maximum of 5 pages, can we list this information in Part B?

Answer 12: "The answer to this question appears in RFQ Appendix D, on page D-2 at Clause 52.212-1(e). The clause instructs offerors to "enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address." The offeror should also attach a copy of its DUNS registration to Appendix D. It will not count towards the page limit. "

Question 13: On page 17 of the RFQ, it states that "Offerors must be registered with the Department of Defense Central Contractor Registry, which can be accomplished through <http://www.ccr.gov>." We are already registered. Do you need proof of the registration? If so, what kind of information need to be addressed?

Answer 13: "The offeror should attach a copy of its CCR registration to Appendix D. It will not count toward its page limit for Parts A or B."

Question 14 There seems to be a contradiction in the submission format requirements between the following areas: Page 16, second line from top: "Spreadsheets must be produced in Microsoft Excel (no exceptions) 8½" X 11" format (no exceptions)." Page 17, para. beginning with "Part B", 3rd sentence: "Submissions shall be in Microsoft Word format, 12-point type in the Arial font, except that tables, charts and 3rd party documentation may be in any format, type and size font." Are the spreadsheets referred to on page 16 different from the tables or charts referred to on page 17?

Answer 14: Spreadsheets produced by the offeror must be in Microsoft Excel. Spreadsheets produced by a 3rd party may be submitted in any format.

Question 15: Will the offeror's evaluation rating earned in Step 1 Part B be carried forward and considered in the Step 2 selection process? In other words, does our position in the "competitive range" based on the Step 1 evaluations affect the outcome of the Step 2 individual project awards?

Answer 15: Firms placed in the competitive range are not ranked at Step 1. However, an offeror's Step 1 Submission remains part of the whole proposal.

~~End of Questions and Answers~~

APPENDIX D
DACA31-02-R-0001
FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION
REGULATION SUPPLEMENT (DFARS) CLAUSES

RFQ PROVISIONS AND CONTRACT CLAUSES IAW FAR & DFARS PART 12

This RFQ incorporates clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov>. Clauses 52.212-1, 52.212-2 and 52.212-4 have been tailored.

52.212-1 Instructions to Offerors – Commercial Items (Oct 2000)

(a) The North American Industry Classification System (NAICS) code is 233110 (SIC 6552) and small business size standard is \$5M. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Statements of Qualifications (SOQ). Submit signed and dated SOQ to the address in paragraph 1.2.2 of the RFQ at or before the exact time specified in this paragraph. SOQ may be submitted on letterhead stationery and as a minimum must show

- (1) The RFQ number (DACA31-02-R-0005)
- (2) The time specified in the solicitation for receipt SOQ;
- (3) The name, address, and telephone number of the prospective developer;
- (4) The SOQ in sufficient detail to evaluate compliance with the requirements in the solicitation.
- (5) "Remit to" address, if different than mailing address;
- (6) A completed copy of the representations and certifications at FAR 52.212-3;
- (7) Acknowledgment of Solicitation Amendments;
- (8) Past performance information in sufficient detail to evaluate the signed and dated SOQ must be in compliance with the requirements in the solicitation.
- (9) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Late submissions. Statement of Qualifications or modifications received at the address specified for the receipt of information after the exact time specified in Paragraph (Section) 1.2.2, will not be considered.

(d) Contract award. The Government intends to evaluate each Statement of Qualifications during Step One and make a recommendation for the competitive range without discussions. Therefore, the initial Statement of Qualifications should comply with requirements in the solicitation and focus on the facts that are most relevant to the evaluation factors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all Statements of Qualifications if such action is in the public interest; and waive informalities and minor irregularities in Statements of Qualifications received.

(e) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservicer@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at <http://globalinfo@mail.dnb.com>.

(End of provision)

52.212-2 Evaluation -- Commercial Items (Jan. 1999)

(a) The Government will award a contract resulting from this solicitation to the developer whose qualifications conforming to the solicitation will be most advantageous to the Government, all factors considered. The factors are located in Section 4.0 titled "Developer Selection Process."

(b) The term of the contract will be addressed during the CDMP.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3--Offeror Representations and Certifications -- Commercial Items (May 2001)

(a) Definitions. As used in this provision:

Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service –

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern –

(1) Means a small business concern –

(i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern" means a small business concern which is at least 51 percent owned by one or more women; or, in the

case of any publicly owned business, at least 51 percent of its stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a small business concern

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C.6109, 31 U.S.C.7701).
(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern.
[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii)(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months
 (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years
 (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either –

(A) It [] is [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that –

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act -- Balance of Payments Program Certificate.

(Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act -- Balance of Payments Program -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- Balance of Payments Program -- Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.

(Applies only if the clause at FAR [52.225-3](#), Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North

American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:	Country of Origin:
_____	_____ (List as necessary)

(ii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products Line Item No.:	Country of Origin:
_____	_____ (List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that –

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

[2] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [] has [] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Dec 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this

contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include –

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or

contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. (1) Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, *Prompt Payment*. If the Government makes payment by Electronic Funds Transfer (EFT), see [52.212-5\(b\)](#) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(i)(2) The Contractor shall be paid a fixed sum of \$350,000 following completion of Phase 1 project planning. No other payments shall be due to the Contractor in consideration for its performance under this contract. The Contractor will be deemed to have completed Phase 1 providing it delivers to the government a Community Development and Management Plan containing at least components, in substantially completed form, referenced in Section 2.1 of this RFQ. Payment alone does not obligate the Government to implement phase 2 with contractor.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid

for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C.1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.431 relating to officials not to benefit; 40 U.S.C.327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C.265 and 10 U.S.C.2409 relating to whistleblower protections; 49 U.S.C.40118, Fly American; and 41 U.S.C.423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

52.212-5--Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) [52.222-3](#), Convict Labor (E.O.11755).
- (2) [52.233-3](#), Protest after Award (31 U.S.C.3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

☐ (2) [52.219-3](#), Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☒ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) [52.219-5](#), Very Small Business Set-Aside (Pub.L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to [52.219-5](#).

___ (iii) Alternate II to [52.219-5](#).

X (5) [52.219-8](#), Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).

___ (6) [52.219-9](#), Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).

___ (7) [52.219-14](#), Limitations on Subcontracting (15 U.S.C.637(a)(14)).

___ (8) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L.103-355, section 7102, and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of [52.219-23](#).

___ (9) [52.219-25](#), Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

___ (10) [52.219-26](#), Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

X (11) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (12) [52.222-26](#), Equal Opportunity (E.O.11246).

X (13) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212).

X (14) [52.222-36](#), Affirmative Action for Workers with Disabilities (29 U.S.C.793).

X (15) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212).

___ (16) [52.222-19](#), Child Labor -- Cooperation with Authorities and Remedies (E.O.13126).

___ (17) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.6962(c)(3)(A)(ii)).

___ (ii) Alternate I of [52.223-9](#) (42 U.S.C.6962(i)(2)(C)).

___ (18) [52.225-1](#), Buy American Act – Balance of Payments Program – Supplies (41 U.S.C.10a-10d).

___ (19)(i) [52.225-3](#), Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C.3301 note, 19 U.S.C.2112 note).

___(ii) Alternate I of [52.225-3](#).

___(iii) Alternate II of [52.225-3](#).

___ (20) [52.225-5](#), Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C.3301 note).

X (21) [52.225-13](#), Restriction on Certain Foreign Purchases (E.O.12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) [52.225-15](#), Sanctioned European Union Country End Products (E.O. 12849).

___ (23) [52.225-16](#), Sanctioned European Union Country Services (E.O.12849).

___ (24) [52.232-33](#), Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C.3332).

X (25) [52.232-34](#), Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C.3332).

___ (26) [52.232-36](#), Payment by Third Party (31 U.S.C.3332).

___ (27) [52.239-1](#), Privacy or Security Safeguards (5 U.S.C.552a).

___ (28) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

___ (ii) Alternate I of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

____ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

____ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

____ (5) [52.222-47](#), SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) [52.222-26](#), Equal Opportunity (E.O.11246);

(2) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.4212);

- (3) [52.222-36](#), Affirmative Action for Workers with Disabilities (29 U.S.C.793);
- (4) [52.247-64](#), Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) [52.222-41](#), Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

(End of Clause)

252.212-7000 Offeror Representations and Certifications - Commercial Items (Nov 1995)

(a) Definitions. As used in this clause

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it:

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Nov 2001)

(a) The Contractor agrees to comply with the following IFederal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

☐ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7007 Buy American Act -- Trade Agreements -- Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7012 Preference for Certain Domestic Commodities. (AUG 2000) (10 U.S.C. 2241 note).

___ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub.L.106-259)

___ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

___ 252.225-7029 Preference for U.S. or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act --North American Free Trade Agreement Implementation Act -- Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

X 252.227-7015 Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

X 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X 252.247-7023 Transportation of Supplies of Sea (MAR 2000)
(___ Alternate I) (MAR 2000)
(___ Alternate II) (MAR 2000) (10 U.S.C. 2631)

X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract ([52.212-5](#)), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- | | |
|--------------|--|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note) |
| 252.247-7023 | Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

(End of Clause)

~~End of Amendment 0003~~